



## EXHIBIT C

Date: 12/4/2012 12:21 PM  
 Estimate ID: 12-2654933-01  
 Estimate Version: 0  
 Preliminary  
 Profile ID: \* RI Allexceptamsm

## PROGRESSIVE

2200 Hartford Ave RI LIC#2014753, Johnston, RI 02919  
 (401) 822-6113  
 Fax: (401) 822-6123

Damage Assessed By: DAVID HORTA (401) 265-2454

Claim Rep: TIMOTHY MONK  
 (401) 822-6158

FOR SUPPLEMENTS, PLEASE CALL (401) 265-2454

\* Product Type: Auto  
 \* Date of Loss: 11/17/2012  
 Contact Date: 12/4/2012  
 \* Deductible: NONE  
 \* Claim Number: 12-2654933-01

Insured: LISA ROBERTSON  
 Owner: RICHMOND MOTOR SALES AND RENTAL  
 Address: 700 NORTH MAIN STREET, PROVIDENCE, RI 02904  
 Telephone: Work Phone: (401) 369-7779

Contact Phone: (401) 369-7779

Mitchell Service: 911451

Description: 2012 Toyota Camry LE  
 Body Style: 4D Sed  
 VIN: 4T1BF1FK5CU040122  
 Mileage: 18,943  
 OEM/ALT: A

Vehicle Production Date: 12/11  
 Drive Train: 2.5L Inj 4 Cyl 6A FWD

Search Code: WARWICKW2

Color: Silver Metallic  
 Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, REAR WINDOW DEFOGGER  
 MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN  
 TELESCOPIC STEERING COLUMN, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS  
 AUXILIARY INPUT, IPOD ADAPTER, FRONT AIR DAM, TINTED GLASS, TRIP COMPUTER  
 VARIABLE ASSISTED STEERING, SIDE AIRBAGS, ANTI-THEFT SYSTEM  
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG, SIDE HEAD CURTAIN AIRBAGS  
 DAYTIME RUNNING LIGHTS, AM/FM STEREO CD/MP3 PLAYER, ELECTRONIC STABILITY CONTROL  
 FRONT BUCKET SEATS, INTERIOR AIR FILTER, KEYLESS ENTRY SYSTEM, POWER DISC BRAKES  
 POWER LIFTGATE/TRUNK, REAR WINDOW DIVERSITY ANTENNA  
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101303	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.3 #
2	100744	BDY	REPAIR	Frt Bumper Cover	Existing		0.5 #
3		REF	REFINISH	Frt Bumper Cover			0.4
4	100753	BDY	REMOVE/INSTALL	Frt Bumper License Plate Bracket	Existing		0.2 #
5	100754	BDY	REMOVE/INSTALL	Frt Lwr Bumper Cover Grille	Existing		0.4 #
6	100755	BDY	REMOVE/INSTALL	R Frt Bumper Fog Lamp Opening Cover	Existing		0.2 #
7	100756	BDY	REMOVE/INSTALL	L Frt Bumper Fog Lamp Opening Cover	Existing		0.2 #
<u>Cooling</u>							
8	102473	BDY	REMOVE/INSTALL	Radiator			2.2 #
9		BDY	REMOVE/INSTALL	Grille Assy			INC #
<u>A/C /Heater/Ventilation</u>							

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MAPP: NOV\_12\_V  
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Pending CUG/Liab  
 investigation

NO LOU  
 ASAP  
 PROTECTA  
 12-17  
 NO TOW  
 6929.58

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10	100049	MCH	REMOVE/INSTALL	A/C Condenser	-M			0.8 #
11		MCH	REMOVE/REPLACE	Evacuate & Recharge A/C	-M			1.4
12	100051	MCH	REMOVE/REPLACE	A/C Refrigerant Recovery	-M			0.3
<u>Front Inner Structure</u>								
13	100105	BDY	REPAIR	Front Body Front Crossmember	-S	Existing		2.0*
14		REF	REFINISH	Rad Supt Crossmember				0.8
15	100186	MCH	REMOVE/REPLACE	Sub-Frame	-M	51100-07030	1,515.05	8.7 #
16	100245	MCH	REMOVE/REPLACE	R Frt Sub-Frame Brace	-M	51035-07010	72.38	
17	100246	MCH	REMOVE/REPLACE	L Frt Sub-Frame Brace	-M	51036-07010	72.38	
18	100247	MCH	REMOVE/REPLACE	R Sub-Frame Brace	-M	51023-07010	62.90	
19	100248	MCH	REMOVE/REPLACE	L Sub-Frame Brace	-M	51024-07010	62.90	
<u>Front Suspension</u>								
20	100765	MCH	ALIGN	Four Wheel	-M			2.4
<u>Engine/Trans</u>								
21	100983	MCH	REMOVE/REPLACE	Engine Oil Pan	-M	12101-0V010	140.33	2.6
<u>Engine/Body Under Covers</u>								
22	102124	BDY	REMOVE/REPLACE	R Engine Under Cover		51441-06150	77.12	0.3
23	102127	BDY	REMOVE/REPLACE	L Engine Under Cover		51442-06140	98.06	0.3
24	100569	BDY	REMOVE/REPLACE	Rear Engine Under Cover		57628-06070	154.90	0.5
<u>Exhaust</u>								
25	101897	BDY	REMOVE/REPLACE	Rear Exhaust Gasket		17401-0V020	42.84	
26	101899	MCH	REMOVE/REPLACE	Frt Exhaust Pipe	-M	17410-0V100	1,039.07	0.9
27	101891	BDY	REMOVE/REPLACE	Rear Exhaust Gasket		** Non-OEM	5.97	
<u>Rocker/Pillars/Floor</u>								
28	100833	BDY	REPAIR	Floor Panel		Existing		4.0*
29				=[2 hrs on floor, 1 on each rail]=				
<u>Fuel Tank</u>								
30	102197	MCH	REMOVE/REPLACE	Fuel System Tank	-M	77001-06190	542.87	2.8 #
31		BDY	REMOVE/INSTALL	Rear Seat Assy				0.6
32	102194	BDY	REMOVE/REPLACE	L Fuel System Tank Strap		77602-06090	77.12	
<u>Rear Bumper</u>								
33	100012	BDY	REMOVE/INSTALL	Rear Bumper Cover				1.0
34	101535	BDY	REPAIR	Rear Bumper Cover		Existing		0.5*
35		REF	REFINISH	Rear Bumper Cover				C 2.8
<u>ADDITIONAL OPERATIONS</u>								
36		REF	ADD'L OPR	Clear Coat				1.7
37	933004	BDY	ADD'L OPR	UNDERCOATING			10.00 *	0.2*
38	933005	BDY	ADD'L OPR	RESTORE CORROSION PROTECTION			15.00 *	0.3*
<u>Additional Costs &amp; Materials</u>								
39			ADD'L COST	Paint/Materials			335.25 *	
<u>MANUAL ENTRIES</u>								
40	900500	BDY *	ADD'L LABOR OP	Re-attach lines under vehicle		Existing		1.0*
41	900500	GLS *	REPAIR	FLEX ADDITIVE		Sublet	12.00 *	0.0*
42	900500	REF *	REMOVE/REPLACE	COVER CAR FOR OVERSPRAY		Sublet	5.00 *	0.2*
43	900500	REF *	ADD'L LABOR OP	HAZARDOUS WASTE DISPOSAL		Existing		0.3*

\* - Judgment Item

# - Labor Note Applies

\*\* Non-OEM - Non-Original Equipment Manufacturer Replacement Part

C - Included in Clear Coat Calc

r - CEG R&R Time Used For This Labor Operation

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NAPA AUTO PARTS  
 CALL YOUR LOCAL STORE  
 OR CALL 1-800-LET-NAPA

(800) 838-6272  
 27 \*\* 60906 5.97

#### Remarks

- veh under 30 months, lkq subframe and gas tank and a/m front pipe  
 search only  
 lkq  
 grp: nothing lkq shows  
 a/m:napa, s/w dave, n/a front pipe

THE OWNER OF THE VEHICLE MAY SELECT THE REPAIR FACILITY OF HIS/HER CHOICE.

PURSUANT TO RHODE ISLAND LAW, THE CONSUMER HAS THE RIGHT TO CHOOSE THE REPAIR FACILITY TO COMPLETE REPAIRS TO A MOTOR-VEHICLE; AND AN INSURANCE COMPANY MAY NOT INTERFERE WITH THE CONSUMER'S CHOICE OF REPAIRER.

### Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary				
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				Amount	
Body	15.7	45.00	25.00	0.00	731.50	Taxable Parts			3,863.89	
Refinish	8.6	45.00	0.00	0.00	387.00	Sales Tax	@	7.000%	277.47	
Glass	0.0	45.00	0.00	12.00	12.00					
Mechanical	19.9	60.00	0.00	0.00	1,194.00	Non-Taxable Parts			5.00	
Non-Taxable Labor					2,324.50	Total Replacement Parts Amount			4,246.36	
Labor Summary	44.2				2,324.50					
9 DAYS										
III. Additional Costs					Amount	IV. Adjustments				Amount
Taxable Costs					335.25	Insurance Deductible				0.00
Sales Tax @ 7.000%					23.47	Customer Responsibility				0.00
Total Additional Costs					358.72					
Paint Material Method: RMC										
						Total Labor:			2,324.50	
						II. Total Replacement Parts:			4,246.36	
						III. Total Additional Costs:			358.72	
						Gross Total:			6,929.58	

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IV. Total Adjustments: 0.00  
Net Total: 6,929.58

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES THAT APPLY TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER, DISTRIBUTOR, OR INSURER OF THESE PARTS.

This is a preliminary estimate.  
Additional changes to the estimate may be required for the actual repair.

Point(s) of Impact  
21 Undercarriage (P)

Alt. Location: PROGRESSIVE INSURANCE

Inspection Site: DEAN.  
Address: 700 N MAIN ST  
Providence, RI 02904  
(401) 421-4700  
Inspection Date: 12/ 4/2012

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

THIS IS A DAMAGE ASSESSMENT ONLY - NOT AN AUTHORIZATION TO REPAIR - BASED ON DAMAGE VISIBLE OR CERTAIN AT THE TIME IT WAS WRITTEN.

IF FRAME OR UNIBODY REPAIR IS INCLUDED ON THIS ESTIMATE, THE AMOUNT SHOWN INCLUDES TIME OR ALLOWANCE FOR MEASURING BEFORE, DURING AND AFTER THOSE REPAIRS.

TO ENSURE PROPER AND PROMPT PAYMENT FOR ADDITIONAL DAMAGE DISCOVERED DURING THE COURSE OF REPAIRS, CONTACT PROGRESSIVE FOR SUPPLEMENT HANDLING PROCEDURES.

PROGRESSIVE HONORS THE PREVAILING LABOR MARKET RATE IN YOUR AREA FOR YOUR PROPERTY. IF YOU CHOOSE A SHOP THAT CHARGES IN EXCESS OF PREVAILING LABOR MARKET RATES, YOU WILL BE RESPONSIBLE FOR THE DIFFERENCE.

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation.  
After repair, if any sheet metal or plastic body part included in the

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estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

THIS GUARANTEE DOES NOT COVER NORMAL WEAR AND TEAR OR DAMAGE CAUSED BY IMPROPER MAINTENANCE, NEGLECT, ABUSE OR SUBSEQUENT ACCIDENT. THIS GUARANTEE IS LIMITED TO ARRANGING FOR THE SELECTION OF REPAIR PARTS THAT WILL RETURN YOUR VEHICLE TO ITS PRE-LOSS CONDITION. ACCORDINGLY, PROGRESSIVE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE INSTALLATION OR USE OF THESE PARTS.

#### Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.  
 NON-OEM and A/M and Qual REPL - These refer to an after-market part, which is a new, non-original equipment manufacturer part.  
 USED/RECYCLED and LKQ - These refer to a used OEM part.  
 REMANUFACTURED and RECOND. and RECORE - These refer to used/recycled OEM parts that have been refurbished.

REPAIR SHOP'S AUTHORIZED REPRESENTATIVE'S SIGNATURE INDICATING AGREEMENT ON COST TO RETURN THE VEHICLE TO PRE-LOSS CONDITION INCLUDING TOW/STORAGE CHARGES:

SHOP SIGNATURE: \_\_\_\_\_ EST. COMPLETION DATE: \_\_\_\_\_

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

12/ 4/2012 12:20 PM

PROGRESSIVE  
2200 Hartford Ave RI LIC#2014753, Johnston, RI 02919

## REFINISH MATERIALS CALCULATION REPORT

ROBERTSON, LISA  
97 POTTER ST  
CRANSTON, RI 02910  
(401) 871-9262

License:  
Vehicle: 2012 Toyota  
Estimate ID: 12-2654933-01  
Repair Order: 0

Paint Code 1 1F7 Silver Metallic Color & Clear Solventborne

	Units	\$/Per	Cost
Refinishing			
Paint Code 1 Time Less Overlap:	6.40		276.73
Paint Code 2 Time Less Overlap:	0.00		0.00
Blend 1 Time:	0.00		0.00
Blend 2 Time:	0.00		0.00
Buffing/Polishing:	0.00	7.85	0.00
Additional Refinishing Materials:			0.00
Refinishing Materials Subtotal:			276.73
Bodywork			
Metal Materials:	6.00	5.95	35.70
Fiberglass Materials:	0.00	10.01	0.00
Plastic 'Flex' Materials:	1.00	22.82	22.82
Additional Bodywork Materials:			0.00
Body Materials Subtotal:			58.52
Adjustment:		0.00	0.00
GRAND TOTAL:			335.25

## AUTHORIZATION TO INSPECT AND EXTRACT VEHICLE DATA FOR INSURANCE CLAIM ADJUSTMENT

I hereby authorize the company identified below ("Company") and corporate affiliates and persons acting on its behalf to have access to my

VEHICLE: Year: 2012 \_\_\_\_\_  
 Make: Toyota \_\_\_\_\_  
 Model: Camry \_\_\_\_\_  
 Vehicle ID: 4T1BF1FK5CU040122 \_\_\_\_\_

for inspection and evaluation in connection with adjusting insurance claims arising from a reported loss involving that vehicle with respect to the claim number stated below.

I understand that the inspection and evaluation may require extraction or downloading of data from an event data recorder (an "EDR module") and/or other electronic data-recording device. In some instances, the extraction may require removal and reinstallation of parts for access to the EDR module and/or other electronic data-recording device.

I understand that extracted data may be provided to third parties for analysis and evaluation of the data.

I understand that the information obtained from the inspection, extraction of data, and analysis could be used to validate information provided by me or from other sources, and could be used for various other claims purposes including, but not limited to, determining liability (fault), the evaluation of claims, and pursuit of the Company's recovery (subrogation) rights.

I understand this authorization is voluntary and that I may terminate it at any time prior to extraction by submitting my termination in writing to the Company. I further understand that my refusal to sign this authorization, or my termination of such authorization, will not be used as a basis for denial of my claim(s). This authorization shall automatically terminate (if not earlier terminated by me) upon settlement of all claims relating to the claim number below, although in such event the Company shall have the right to retain all information obtained in connection with the inspection, extraction of data, and evaluation.

A photocopy or facsimile of this authorization will be considered as effective and valid as the original. I will receive a copy of this authorization upon request.

CLAIM NO: 12-2654933 \_\_\_\_\_

### Progressive Casualty

Name of company that issued policy \_\_\_\_\_

Lisa Robertson RICHMOND MOTOR SALES  
 Printed name of policyholder/owner/claimant

[Signature]  
 Signature of policyholder/owner/claimant

12.31.12  
 Date

Printed name of parent, guardian, or representative (if applicable) \_\_\_\_\_

Signature of parent, guardian, or representative (if applicable) \_\_\_\_\_

\_\_\_\_\_  
 Date





Date 11-17-12 Ref. By Progressive  
 Date of Loss 11-17-12 A.M. Police Yes  
 Time P.M. Report NO  
 Driver LISA ROBERTSON Phone# 871-9262  
 Address 87 Potter St Cranston RI 02910  
 Owner Richmond Phone#  
 Address  
 Ins. Co. Progressive Phone# 1-888-562-8330  
 Agent Phone#  
 Adjuster TIM MONK Phone# 1-401-822-6158  
 Appraiser Phone#  
 Type of Loss  
 Coll., Theft, Vand., Fire, Liab. Claim# 122654933  
 Towing Amt. 00

Place of Loss  
 Vehicle Make TOYOTA Year 2012 Model Canny Serial No.  
 Reg. # GP-202 Color Silver Mileage  
 Vehicle Loaned Make Model Serial No.  
 Remarks: DAE S/A Claim with Insured

Claim  
 Assd. fax Phone# 1-401-984-0230  
 Address Driver Address  
 Vehicle Make Year Reg. # Model Serial No.  
 Ins. Co. Phone  
 Agt. Phone  
 Adjuster Phone  
 Appraiser Phone#  
 Remarks: Ran over Curb At State house

56#

STATE OF RHODE ISLAND

PROVIDENCE COUNTY, SC

SUPERIOR COURT  
C.A. NO.: 2013-5406

RICHMOND MOTOR SALES, INC.,	)
and LISA ROBERTSON	)
<i>Plaintiffs</i>	)
	)
vs.	)
	)
PROGRESSIVE CASUALTY	)
INSURANCE COMPANY a/k/a THE	)
PROGRESSIVE CORPORATION	)
<i>Defendant</i>	)

**ANSWER OF THE DEFENDANT, PROGRESSIVE CASUALTY INSURANCE  
COMPANY TO THE AMENDED COMPLAINT OF THE PLAINTIFFS,  
RICHMOND MOTOR SALES, INC. AND LISA ROBERTSON**

**FIRST DEFENSE**

The defendant, Progressive Casualty Insurance Company, answers the separately numbered paragraphs of the Complaint as follows:

1. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.
2. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.
3. The defendant denies the allegations contained in this paragraph.
4. The Complaint speaks for itself.
5. The defendant denies the allegations contained in this paragraph.
6. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.
7. The defendant is without knowledge or information sufficient to form a

SUPERIOR COURT  
FILED  
HENRY S. KINCH JR., CLERK

2014 JAN 10 A 8:39

belief as to the truth of the allegations contained in this paragraph.

8. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

9. The defendant denies the allegations contained in this paragraph.

10. The defendant admits the allegations contained in this paragraph.

11. The defendant admits only that it has not issued payment to Richmond.

12. The defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

#### COUNT I

(Declaratory Judgment as to the Violation of Liability Insurance Coverage)

13. The defendant's answers to paragraphs 1 through 12 are repeated, reasserted and incorporated herein by reference.

14. The statute speaks for itself.

15. The defendant denies the allegations contained in this paragraph.

16. The defendant denies the allegations contained in this paragraph.

17. The defendant denies the allegations contained in this paragraph.

#### COUNT II

(Bad Faith/ Breach of Implied Good Faith Against the Defendant)

18. The defendant's answers to paragraphs 1 through 17 are repeated, reasserted and incorporated herein by reference.

19. The defendant denies the allegations contained in this paragraph.

20. The defendant denies the allegations contained in this paragraph.

21. The defendant denies the allegations contained in this paragraph.

#### COUNT III

(Damages)

22. The defendant's answers to paragraphs 1 through 21 are repeated, reasserted and incorporated herein by reference.

23. The defendant denies the allegations contained in this paragraph.

24. The defendant denies the allegations contained in this paragraph.

**SECOND DEFENSE**

The plaintiff has failed to meet the requirements necessary to maintain a direct action against an insurer under G.L. § 27-7-2 and thus has no standing under Rhode Island law.

**THIRD DEFENSE**

The plaintiff has not first obtained a judgment against the insured tortfeasor in a separate action and therefore, pursuant to G.L. § 27-7-2, lacks standing to proceed in an action directly against the defendant insurer.

**FOURTH DEFENSE**

The complaint should be dismissed as Attorneys Mancini and Goodier's representation of both the claimant and insured tortfeasor against the defendant-insurer presents an unacceptable conflict of interest under G.L. § 27-7-2, which requires a claimant-plaintiff to first obtain a judgment against the insured tortfeasor before proceeding on that judgment against an insurer.

**FIFTH DEFENSE**

Pursuant to G.L. § 9-1-33, Richmond, a third party claimant, has no standing to bring an action in bad faith against an insurer under a contract to which it was not a party and thus the Complaint should be dismissed.

**SIXTH DEFENSE**

The Complaint should be dismissed as no coverage is afforded under the policy of insurance at issue.

**SEVENTH DEFENSE**

The Complaint should be dismissed as the plaintiffs have failed to satisfy the conditions precedent necessary to trigger coverage under the subject policy.

**EIGHTH DEFENSE**

The Complaint should be dismissed as the defendant's insured has not suffered a loss or damages necessary to trigger coverage under the policy.

**NINETH DEFENSE**

Richmond has no contractual relation to the insurance contract at issue and thus has no standing, rights, or remedies under the policy.

**TENTH DEFENSE**

Where Richmond is not a party to the insurance contract at issue and said insurance policy proscribes against the assignment of an insured's rights under the policy, Richmond has no standing, rights, or remedies under said policy.

**ELEVENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Sup. Ct. R. Civ. P. 12(b)(1) for lack of jurisdiction over the subject matter.

**TWELFTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Sup. Ct. R. Civ. P. 12(b)(2) for lack of jurisdiction over the person.

**THIRTEENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Sup. Ct. R. Civ. P. 12(b)(3) for improper venue.

**FOURTEENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. Ct. R. Civ. P. 12(b)(4) for insufficiency of process.

**FIFTEENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. Ct. R. Civ. P. 12(b)(5) for insufficiency of service of process.

**SIXTEENTH DEFENSE**

The Complaint should be dismissed pursuant to R.I. Super. Ct. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted.

**SEVENTEENTH DEFENSE**

The Plaintiff's claims are barred by laches, waiver, and/or estoppel.

**EIGHTEENTH DEFENSE**

The Plaintiff has failed to mitigate, minimize or avoid damages, if any, alleged in the Complaint; accordingly, any recovery must be reduced by the amount of damage resulting from such failure.

**NINETEENTH DEFENSE**

The acts or omissions which are alleged to have caused the damages and/or injuries referred to in Plaintiff's Complaint were committed by a third party, who was not an agent or employee of the Defendant and for whose acts or omissions the Defendant is not legally responsible.

**TWENTIETH DEFENSE**

The Complaint must be dismissed where this Defendant complied with all rules, statutes, and regulations.

**TWENTY-FIRST DEFENSE**

The Complaint must be dismissed on the grounds that the Plaintiff is barred from recovery against the Defendant as a matter of law.

**THE DEFENDANT DEMANDS A TRIAL BY JURY.**

WHEREFORE, the Defendant demands that this action be dismissed and that judgment enter in the Defendant's favor together with costs.

THE DEFENDANT,  
PROGRESSIVE CASUALTY  
INSURANCE COMPANY,  
BY ITS ATTORNEYS

Date: 1/9/14

  
\_\_\_\_\_  
Scott M. Carroll, Bar No.: 7624  
John D. Bowen, Bar No.: 9070  
Boyle, Shaughnessy & Campo, P.C.  
695 Atlantic Avenue  
Boston, MA 02111  
(617) 451-2000  
FAX: (617) 451-5775